

Albuquerque#301877.doc

(A)

## THIS SPACE FOR USE BY RECORDING OFFICIAL

Prepared by and mail after recording to:

Thomas E. Schoenheit, Esquire  
 Family Dollar Stores, Inc.  
 Post Office Box 1017  
 Charlotte, NC 28201-1017  
 Phone: (704) 847-6961

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#8321

STATE OF NEW MEXICO

## SHORT FORM LEASE

COUNTY OF TARRANT

THIS LEASE is made and entered into this 4th day of February, 2010, by and between TRI-STATE COMMERCIAL ASSOCIATES, a Texas joint venture ("Landlord"), and FAMILY DOLLAR STORES NEW MEXICO, INC., a New Mexico corporation ("Tenant");

W I T N E S S E T H

In consideration of the covenants set forth in this Lease, to all of which Landlord and Tenant agree, Landlord demises to Tenant, and Tenant leases from Landlord, that certain premises situated in the Landlord's shopping center located on the northern side of Central Avenue NW, west of its intersection with 53<sup>rd</sup> Street NW, in the City of Albuquerque, County of Bernalillo, State of New Mexico, and being that space including the roof and exterior walls that contains approximately 14,197 (120'8" x 96'9" plus 33'9" x 62'5" irregular) square feet (the "Demised Premises"). The Demised Premises are shown outlined in red on Exhibit A - Site Plan. The Shopping Center is that property outlined in yellow on Exhibit A. Tenant and its employees and invitees are also granted the non-exclusive right to use the Shopping Center parking, service and access areas shown on Exhibit A.

TO HAVE AND TO HOLD the Demised Premises for an initial term ending on the 30th day of June, 2017, upon the rents, terms, covenants and conditions contained in a certain Lease Agreement between the parties and bearing even date herewith (the "Lease"), which Lease is incorporated herein by reference. The Lease will be automatically extended, in accordance with the terms of the Lease, one period at a time, for three (3) successive periods of five (5) years each unless Tenant cancels the Lease. The Tenant has been and is hereby granted, in accordance with the terms of the Lease, certain exclusive use rights with respect to its business in the Shopping Center.

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Furthermore, the Landlord has agreed and does hereby agree, in accordance with the terms of the Lease, that Landlord will not build any buildings in the No Build Area shown on Exhibit A - Site Plan, that all of said No Build Area will always be devoted to paved, lighted parking area, that all areas shown on Exhibit A - Site Plan as paved, marked and lighted service or access areas will always be devoted to such indicated uses, and that the Lease contains certain restrictions with respect to certain non-retail, parking-intensive uses.

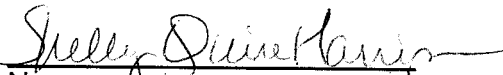
Landlord's Address:

TRI-STATE COMMERCIAL ASSOCIATES  
c/o Quine & Associates, Inc.  
P. O. Box 833009  
Richardson, TX 75083-3009


Tenant's Address:

FAMILY DOLLAR STORES OF NEW MEXICO, INC.  
P. O. Box 1017  
Charlotte, NC 28201-1017  
Attn: Lease Administration Department

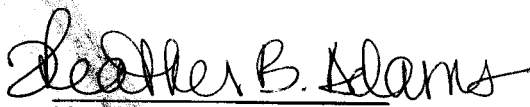
ATTEST:

  
Name: Shelly Quine Harrison  
Title: Secretary


LANDLORD  
TRI-STATE COMMERCIAL ASSOCIATES (SEAL)  
By: Tri-State Investors Group, Venturer  
By: ATSO, Inc., its General Partner

By:   
Coy Quine, President

ATTEST:

  
Heather B. Adams  
Assistant Secretary

TENANT  
FAMILY DOLLAR STORES OF NEW MEXICO, INC.

By:   
Thomas E. Schoenheit  
Vice President

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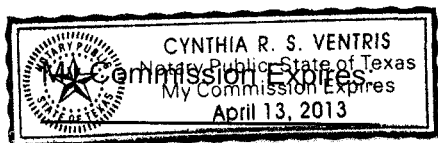
STATE OF Texas  
COUNTY OF Dallas

NOTARY

I, Cynthia R. Ventris a Notary Public in and for the aforesaid State and County, do hereby certify that COY QUINE, as President of ATSO, INC., as General Partner of TRI-STATE INVESTORS GROUP, as Venturer of TRI-STATE COMMERCIAL ASSOCIATES, personally appeared before me this day and acknowledged that the foregoing instrument was signed and executed by him for the purposes therein expressed.

WITNESS my hand and notarial seal this the 17th day of February, 2010.

Cynthia R. Ventris  
Printed Name: Cynthia R. Ventris  
Notary Public

STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG

NOTARY

I, Darnell A. Stallings, a Notary Public in and for the aforesaid State and County, do hereby certify that Thomas E. Schoenheit, Vice President and HEATHER B. ADAMS, Assistant Secretary, respectively, of FAMILY DOLLAR STORES OF NEW MEXICO, INC., personally appeared before me this day and that by the authority duly given and as the act of the corporation, the foregoing instrument was signed and executed by them for the purposes therein expressed.

WITNESS my hand and notarial seal this the 4th day of February, 2010.

Darnell A. Stallings  
Darnell A. Stallings  
Notary Public

My Commission Expires:  
August 8, 2014

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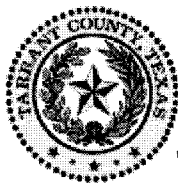
**APPROVED**  
**DI-12/14/09**

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Exhibit A Site Plan  
Short Form Lease Dated: 2-4-2010  
Project #301877 - Albuquerque, NM  
Landlord: [Signature] Tenant: [Signature]

SUZANNE HENDERSON

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

FAMILY DOLLAR  
PO BOX 1017  
CHARLOTTE, NC 28201

Submitter: FAMILY DOLLAR

**DO NOT DESTROY**  
**WARNING - THIS IS PART OF THE OFFICIAL RECORD.**

Filed For Registration: 9/27/2010 1:03 PM

Instrument #: D210236384

LSE

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PGS

\$28.00

By: \_\_\_\_\_

A handwritten signature in cursive script, appearing to read "Suzanne Henderson", is written over a horizontal line.

D210236384

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY  
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: SLDAVES